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MEMORANDUM FOR FACILITY LEASE

1235 THIS MEMORANDUM OF FACILITY LEASE made this 31st day of December, 1986, WILMINGTON TRUST COMPANY, Owner Trustee ~~under agreement with CROUSE RECOVERY OF DELAWARE, INC.~~, a Delaware corporation, as "Lessor", and CROUSE RECOVERY OF DELAWARE, INC., a Delaware corporation, as "Lessee".

THIS MEMORANDUM OF LEASE is executed in accordance with an Agreement of Lease by and between the parties hereto dated December 31, 1986 (the "Lease").

The property demised under the Lease and hereunder (the "Plant") consists of a solid waste disposal transfer station facility generating electricity and steam for sale together with any and all parts and alterations which may from time to time be incorporated in or installed in or attached thereto more specifically identified in the Lease. The Plant is located on land owned by the Delaware Solid Waste Authority and is described in Exhibit A of the Deed and Assignment of Site Lease to the Lessor which has been recorded in the office of the Recorder of Deeds in and of New Castle County on December 31, 1986 in Deed Book 485, Page 237. A copy of said Exhibit A is attached hereto.

The basic term of the Lease is 16 years commencing on December 31, 1986. Lessee has the option to renew the Lease at the end of the basic term and at the end of four renewal periods, one or more one-year periods not to exceed five years

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in the aggregate, as specified in the written notice of its exercise of the option.

The rent paid by the Lessee set forth in Article 3 of the Lease pursuant to formulas and adjustments set forth therein with the provisions in Article 4 is a recomputation under certain circumstances.

Under Article 5 of the Lease, Lessor's liabilities are nonrecourse limited to the Lessor's interest in the Plant and the Site Lease of the property on which it is located.

Under the Lease, Lessee has the obligation to maintain, service and repair the Plant and to keep it in good operating condition and repair.

The Lease also contains provisions requiring maintenance of insurance by the Lessee.

Lessee is given the option under Article 11 no later than the first day of the 12th calendar month and no earlier than the 15th calendar month preceding the last day of the basic term or within six months prior to the end of the renewal term to purchase the Plant. If the Lessee does not purchase the Plant, Lessee must surrender the Plant either to Lessor or to an agent designated by Lessor at a site within the continental United States.

Lessee may not, without prior written consent of the Lessor, assign the Lease or remove or permit to be removed the Plant.

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Article 17 of the Lease provides events of default and Article 18 provides remedies to Lessor in the event of default.

The foregoing provisions are conditioned and amplified by the provisions of the Lease, as well as other provisions which are not referred to herein, all of which remain in full force and effect and all of which are incorporated by reference as if fully set forth herein.

Notices under the Lease may be sent as follows:

If to Lessor:

Wilmington Trust Company, Owner Trustee
under agreement with TIFD I, Inc.
Rodney Square North
Wilmington, DE 19890
ATTN: Arden M. Knott
Corporate Trust Administration

If to Lessee:

Crouse Recovery of Delaware, Inc.
Upper Lewis Road
Linfield, PA 19468

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

Witness:

Gene W. Boley

WILMINGTON TRUST COMPANY,
Owner Trustee

By

[Signature]

Witness:

Jennifer D. Nelson

CROUSE RECOVERY OF DELAWARE, INC.

By

[Signature]

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STATE OF _____)
DISTRICT OF COLUMBIA :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me
this 31st day of December, 1986, by C.L. COLLIS,
OWNER TRUSTEE of Wilmington Trust Company, a Delaware
corporation, on behalf of the corporation.

Barbara P. Hildebrand
Notary Public

My Comm. expires 01/01/91

STATE OF _____)
DISTRICT OF COLUMBIA :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me
this 31st day of December, 1986, by FRANK CAMPBELL,
_____ of Crouse Recovery of Delaware, Inc., a
Delaware corporation, on behalf of the corporation.

Barbara P. Hildebrand
Notary Public

My Comm. expires 01/01/91

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EXHIBIT A

DESCRIPTION OF SITE

Description of a portion of property of Delaware Solid Waste Authority to be used as an energy generating facility, Lambson's Lane Extended, New Castle Hundred, New Castle County, Delaware.

ALL THAT CERTAIN tract, piece or parcel of land located near the easterly extension of Lambson's Lane, New Castle Hundred, New Castle County, Delaware and more particularly described as follows, to wit:

BEGINNING at a point in the northwesterly line of lands now or formerly of Mayor & Council of the City of Wilmington, said point being distant the four following described courses and distances from the point of intersection of the southwesterly right of way line of Conrail (formerly the Reading Railroad, Delaware River Extension Branch at 60 feet wide) and the southeasterly right of way line of Conrail (formerly Penn-Central Railroad, New Castle Cut-Off at 100 feet wide), courses one through three to follow being along the said southwesterly right of way line of Delaware River Extension Branch:

- (1) Parallel with the centerline track and distant southwesterly 30 feet therefrom, measured at right angles thereto, South $41^{\circ}-28'-10''$ East, 250.00 feet to a point;
- (2) South $48^{\circ}-31'-50''$ West, 20.00 feet to a point;
- (3) Parallel with the centerline track and distant southwesterly 50 feet therefrom, measured at right angles thereto, South $41^{\circ}-28'-10''$ East, 1,290.00 feet to a point; and
- (4) Along said northwesterly line of lands now or formerly of Mayor & Council of the City of Wilmington, South $23^{\circ}-35'-20''$ West, 44.12 feet to the said point of Beginning;

THENCE from the said point of Beginning the twelve following described courses and distances:

- (1) Still along the said northwesterly line of lands now or formerly of the Mayor & Council of the City of Wilmington, South $23^{\circ}-35'-20''$ West, 1050.86 feet to a point;

THENCE by new lines through lands of Delaware Solid Waste Authority, the six following described courses and distances:

- (1) North $55^{\circ}-46'-10''$ West, 40.00 feet to a point;
- (2) South $23^{\circ}-35'-20''$ West, 83.00 feet to a point;
- (3) North $55^{\circ}-46'-10''$ West, 626.00 feet to a point;
- (4) North $36^{\circ}-17'-56''$ East, 162.00 feet to a point;
- (5) North $34^{\circ}-52'-42''$ East, 468.69 feet to a point of curvature;
- (6) Along a curve to the left having a radius of 335.00 feet, an arc length of 80.02 feet to a point, said point being distant by a chord of North $28^{\circ}-02'-09''$ East, 79.82 feet from the last described point;

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said point also being the terminus of Energy Lane (at 60 feet wide);

THENCE crossing the said terminus of Energy Lane and along the south-westerly line of other lands of the Delaware Solid Waste Authority, known as Parcel B, South 77°-08'-50" East, 371.24 feet to a point;

THENCE along the southeasterly lines of said Parcel B, the two following described courses and distances:

- (1) North 18°-06'-41" East, 168.49 feet to a point; and
- (2) North 49°-20'-22" East, 82.27 feet to a point, on the southwesterly side of Resource Lane;

THENCE along the right of way lines of said Resource Lane, the two following described courses and distances:

- (1) North 49°-20'-22" East, 60.00 feet to a point; and
- (2) South 41°-28'-10" East, 121.86 feet to the point and place of Beginning;

CONTAINING within said metes and bounds 11.681 acres of land being the same, more or less...

SUBJECT TO the use in common with others of an access easement lying within the above described parcel and varying in width from 60 feet to 100 feet in width parallel to and generally contiguous with the perimeter of said above described parcel, as said access easement is more particularly shown on Drawing No. 23186-F prepared by VanDemark & Lynch, Inc., Consulting Engineers, and Surveyors, entitled "Property of Delaware Solid Waste Authority, Lambson's Lane Extended" dated January 23, 1985, last revised December 15, 1986;

ALSO, TOGETHER with the use of a utility easement through said other lands of Delaware Solid Waste Authority, and more particularly described as follows, to wit:

BEGINNING at a point in the southwesterly line of (course No.4) of the above described parcel, said point being distant North 55°-46'-10: West, 616.00 feet measured along said course No.4;

THENCE from said point of Beginning and through said lands of Delaware Solid Waste Authority, the five following described courses and distances

- (1) South 39°-05'-45" West, 124.60 feet to a point;
- (2) South 39°-07'-04" West, 648.81 feet to a point;
- (3) North 72°-14'-58" West, 303.58 feet to a point;
- (4) North 85°-09'-19" West, 163.29 feet to a point; and
- (5) Parallel to the said southeasterly right of way line of Conrail (formerly Penn-Central Railroad, New Castle Cut-off at 100 feet wide) and 50 feet southeasterly therefrom measured at right angles thereto, South 34°-46'-29" West, 1225.33 feet to a point in the northeasterly line of lands of the State of Delaware (Delaware River & Bay Authority);

THENCE THEREBY, North 79°-53'-05" West, 55.02 feet to a point in the said southeasterly right of way line of Conrail;

THENCE THEREBY, North 34°-46'-29" East, 1277.20 feet to a point, said point being South 34°-46'-29" East, 56.92 feet from a point of curvature on the said right of way line ;

THENCE through said lands of Delaware Solid Waste Authority, the eight following describe courses and distances:

- (1) South 85°-09'-19" East, 197.86 feet to a point;
 - (2) South 72°-14'-58" East, 286.01 feet to a point;
 - (3) North 33°-52'-07" East, 196.91 feet to a point;
 - (4) South 56°-07'-53" East, 10.00 feet to a point;
 - (5) North 41°-53'-46" East, 355.37 feet to a point;
 - (6) North 34°-59'-46" East, 60.00 feet to a point;
 - (7) North 36°-16'-08" East, 170.00 feet to a point; and
 - (8) South 88°-07'-04" East, 37.65 feet to a point in the northwesterly line (Course No. 6) of the said above described parcel;
- THENCE along the northwesterly and southwesterly line of said above described parcel, the two following described courses and distances:
- (1) South 36°-17'-56" West, 70.00 feet to a point; and
 - (2) South 55°-46'-10" East, 10.00 feet to the point of Beginning;

CONTAINING within said metes and bounds of said utility easement, 2.735 acres of land being the same, more or less....

THE foregoing utility easement extends from the lands of Delaware Solid Waste Authority through lands of Consolidated Rail Corporation, a Pennsylvania corporation, pursuant to a License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations between Consolidated Rail Corporation and Crouse Recovery of Delaware, Inc., a Delaware corporation ("CRD"), dated August 1, 1986 and recorded in the office of the Recorder of Deeds for New Castle County in Miscellaneous Book 0459, Page 170, as amended December __, 1986 and recorded in Miscellaneous Book __, Page __; thence through lands of The Delaware River and Bay Authority, a bi-state agency established by Compact between the States of New Jersey and Delaware (the "Bay Authority") pursuant to an agreement between the Bay Authority and Delaware Solid Waste Authority dated September 26, 1986 and recorded in the office of the Recorder of Deeds for New Castle County in Miscellaneous Book 0439, Page 061, and assigned by an Assignment from the Delaware Solid Waste Authority to CRD, acknowledged October 3, 1986 and recorded October 7, 1986 in Deed Book 439, Page 089; thence through lands of ICI Americas, Inc., a Delaware corporation, pursuant to an Easement Agreement between ICI Americas, Inc. and CRD dated July 23, 1986 and recorded in the office of the Recorder of Deeds for New Castle County in Miscellaneous Book 0459, Page 0156.

ALSO, TOGETHER with a Storm and Sanitary Sewer Agreement between Delaware Solid Waste Authority and Crouse Recovery of Delaware, Inc., dated October 3, 1986 and recorded in the Office as aforesaid in Deed Book 439, Page 79.

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ALSO, TOGETHER with an Easement Agreement between Delaware Solid Waste Authority and Crouse Recovery of Delaware, Inc., dated October 3, 1986 and recorded in the Office as aforesaid in Deed Book 439, Page 71.

ALSO, TOGETHER with the easements set forth in Amendment Agreement No. 2 dated December 11, 1986 to Agreement of Lease between Delaware Solid Waste Authority and Debtor being recorded concurrently herewith including the Storm and Sanitary Sewer Agreement between Delaware Solid Waste Authority and Crouse Recovery of Delaware, Inc. attached thereto, and the Easement Agreement for a 20-foot wide water line between Delaware Solid Waste Authority and Crouse Recovery of Delaware, Inc. attached thereto.

^{Site and}
The principal easements set forth above are shown on Drawing 23186-F referred to above.

LEO J. DUGAN, Jr. Recorder

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DOCUMENTARY
SURCHARGE
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